# ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement, effective: 12:01 A.M., Forms a part of Policy No.:**

**CYBER INCIDENT EXCLUSION**

**WITH ENSUING CAUSE(S) OF LOSS EXCEPTIONS**

**For Property Program Performance**

This endorsement modifies insurance provided under the following: COMMERCIAL PROPERTY COVERAGE PART

# SCHEDULE

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| --- | --- |
| **Limits Of Insurance**  **(For Cause(s) Of Loss Other Than Fire Or Explosion)** | |
| **Cyber Incident Loss Or Damage To Covered Property Coverage** | |
| Per Occurrence Limit Of Insurance For Cyber Incident Loss Or Damage To Covered Property Coverage: | **$** |
| **Cyber Incident Business Income Coverage** | |
| Per Occurrence Limit Of Insurance For Cyber Incident Business Income Coverage: | **$** |
| **Cyber Incident Extra Expense Coverage** | |
| Per Occurrence Limit Of Insurance For Cyber Incident Extra Expense Coverage: | **$** |
| **Cyber Incident Aggregate Limit Of Insurance** | |
| Aggregate Limit Of Insurance For Cyber Incident Loss Or Damage To Covered Property Coverage, Cyber Incident Business Income Coverage and Cyber Incident Extra Expense Coverage: | **$** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

1. The following exclusion is added to **B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## Cyber Incident

* 1. Unauthorized access to or use of any computer system (including electronic data).
  2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic

data) or otherwise disrupt its normal functioning or operation.

* 1. Denial of service attack that disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

## Exceptions And Limitations

* 1. **Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

## Other Causes Of Loss

* + 1. If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in:
       1. A "specified cause of loss", other than fire or explosion, under the Causes Of Loss – Special Form, if applicable to the premises described in the Declarations; or
       2. Theft, if theft coverage is not otherwise excluded under the Causes Of Loss –

Special Form, and applicable to the premises described in the Declarations; and

* + 1. A per occurrence Limit Of Insurance is shown in the Schedule of this endorsement for:

**(1)** Cyber Incident Loss Or Damage To Covered Property Coverage, we will pay for the loss or damage caused by the cause of loss as listed in Paragraphs **B.2.a.(1)** through **B.2.a.(2),** whichever applies;

1. Cyber Incident Business Income Coverage, we will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to Covered Property at the premises described in the Declarations. The loss or damage must be caused by or result from a cause of loss as listed in Paragraphs **B.2.a.(1)** through **B.2.a.(2),** whichever applies; and
2. Cyber Incident Extra Expense Coverage, we will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to Covered Property at the premises described in the Declarations. The loss or damage must be caused by or result from a cause of loss as listed in Paragraphs **B.2.a.(1)** through **B.2.a.(2),** whichever applies.
   1. The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:
      1. Additional Coverage – Media, Electronic Data, And Programs;
      2. Additional Coverage - Interruption Of Computer Operations – Business Income; or
      3. Additional Coverage Extension – Virus and Hacking.

## Electronic Commerce Endorsement

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

## Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Causes Of Loss –Special Form and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

## Limits Of Insurance

* 1. Subject to Paragraph **D.2.,** the most we will pay for loss or damage under each of the coverages shown in Paragraphs **B.2.b.(1)** through **B.2.b.(2),** in any one occurrence, is the per occurrence Limit Of Insurance shown in the Schedule of this endorsement for each coverage.
  2. The Cyber Incident Aggregate Limit Of Insurance, if shown in the Schedule of this endorsement, is the most we will pay for the total of all loss or damage for the coverages shown in the Schedule of this endorsement, caused by all occurrences in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time.
  3. The limit(s) of insurance described in Paragraphs **D.1.** and **D.2.** above are part of, not in addition to, the applicable Limits Of Insurance shown in the Declarations.

All other terms and conditions of the policy remain the same.

Authorized Representative